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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-74 Estimated Cost and Fixed Fee (DEC 1991)

CORE REQUIREMENT: The estimated cost of this contract is TBP exclusive of the fixed fee of TBP. The total estimated cost and fixed fee is TBP.

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ): The estimated cost of this contract is TO BE NEGOTIATED BY TASK ORDER exclusive of the fixed fee of TO BE NEGOTIATED BY TASK ORDER. The total estimated cost and fixed fee is TO BE NEGOTIATED BY TASK ORDER.

(End of clause)

B.2 1852.232-81 Contract Funding (JUN 1990)

CORE REQUIREMENT:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for Core Requirement is \$TBD. This allotment is for all items and services identified in Clause B.3 Supplies and/or Services to be Provided related to the Core Requirements of the contract and covers the following estimated period of performance: TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

IDIQ TASK ORDER FUNDING:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for IDIQ Task Orders is \$TBD. This allotment is for Clause B.1 Supplies and/or Services to be Provided related to the IDIQ Task Orders and covers the following estimated period of performance: TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

B.3 GSFC 52.211-90 Supplies and/or Services to be Provided (JUL 2015)

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-91 Section I NFS 1852.216-80	As Required in Clause NFS 1852.216-80	NASA Task Order Management System (TOMS)
4	Reports of Work	Section C GSFC 52.235-92	As Required in Clause GSFC 52.235-92	As specified in the Clause
5	Contract Historical Data	Section C GSFC 52.211-91 Attachment D	30 Days after Contracting Officer Request	Electronic Format/CO
6	NASA Financial Management Reports	Section G GSFC 52.242-90; NFS 1852.242-73; Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
7	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72; GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection
8	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Foreign Travel Requests–30 days in Advance of Travel Foreign Travel Reports–Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
9	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
10	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15 th and Final Report	NF 1018 Electronic Submission System (NESS)
11	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
12	Contractor Acquired Government Property Reporting	Section G GSFC 52.245-93	Quarterly by Jan 30, Apr 30, July 30, and Oct 30	Electronic and Hard Copy Format/CO and SEMO, Code 273
13	Reporting of Inventions	Section G NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
14	Safety & Health Reporting	Section H NFS 1852.223-70; NFS 1852.223-75; GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
15	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment K	10th Calendar Day of the Month and As Required	Electronic Format and Hard Copy/COR & Code 240
16	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72 Attachment H	30 Days after Contract Effective Date	Electronic Format/CO
17	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
18	Insurance Notifications	Section I FAR 52.228-7; NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
19	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
20	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
21	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	www.sam.gov
22	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	http://netsdata.grc.nasa.gov/

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 2 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 1 and 3-22, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

B.4 GSFC 52.216-90 Minimum/Maximum Amount of Supplies or Services (Cost Reimbursement) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$2,000,000.00**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$170,000,000.00**. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude

adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed **0%** of the original maximum amount.

(End of clause)

B.5 GSFC 52.216-91 Supplemental Task Ordering Procedures (Cost Reimbursement) (APR 2010)

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment ..., to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the fixed fee percentage specified in **Attachment B** shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(End of clause)

B.6 GSFC 52.217-90 Option to Extend (SEP 2013)

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract", the Contracting Officer may exercise the following option(s) for the Core requirement by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option	Period of Performance/Effective Ordering Period	Core Amount	IDIQ Maximum
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1	The period of performance/effective ordering period begins 12 months after the contract effective date and continues for the next 12 months	Estimated Cost	\$TBP	\$0 Additionally (Maximum remains \$170M)
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	
2	The period of performance/effective ordering period begins 24 months after the contract effective date and continues for the next 12 months	Estimated Cost	\$TBP	\$0 Additionally (Maximum remains \$170M)
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	
3	The period of performance/effective ordering period begins 36 months after the contract effective date and continues for the next 12 months	Estimated Cost	\$TBP	\$0 Additionally (Maximum remains \$170M)
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	
4	The period of performance/effective ordering period begins 48 months after the contract effective date and continues for the next 12 months	Estimated Cost	\$TBP	\$0 Additionally (Maximum remains \$170M)
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	

(End of clause)

B.7 GSFC 52.232-94 Estimated Cost Increases (DEC 2005)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECIFICATIONS

C.1 GSFC 52.227-90 Limited Rights Data or Restricted Computer Software (MAR 2008)

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE**

(End of clause)

C.2 GSFC 52.235-92 Reports of Work (Core/IDIQ) (AUG 2013)

Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering Core Services and all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under the Core Services and each Task Order for the month being reported. The Core and each individual Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.

Final Report. The Contractor shall submit a final report for the Core Services and each completed Task Order that summarizes the results of the entire Core contract and each individual Task Order, including recommendations and conclusions based on the experience and results obtained. The final reports should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved. The final Task Order report shall also include the final incurred cost for that Task Order.

Submission. The Contractor shall submit the report required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	210.Y
1	M,F	Contracting Officer's Representative (COR)	610
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the Core contract or a Task Order is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the

following month. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order and the final report for the Core Services shall be submitted within 30 days after Core completion.

(End of clause)

C.3 GSFC 52.211-91 Scope of Work (MAR 2015)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the Statement of Work, Attachment A, Contract Historical Data, Attachment D, and task orders issued hereunder.

(End of clause)

[END OF SECTION C]

SECTION D – PACKAGING AND MARKINGS

D.1 1852.211-70 Packaging, Handling, and Transportation (SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

D.2 1852.245-74 Identification and Marking of Government Equipment (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.

(2) Item condition.

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

Goddard Space Flight Center
Building 35, Code 279
Greenbelt, MD 20771

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services – Cost-Reimbursement (APR 1984)

E.2 1852.246-72 Material Inspection and Receiving Report (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be and distributed as follows:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or GSFC/Wallops Flight Facility (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC/WFF Wallops:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

E.3 GSFC 52.246-92 Acceptance – Services (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the Goddard Space Flight Center or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.4 GSFC 52.246-94 Material Inspection and Receiving Report Not Required (APR 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

<u>Item No.</u>	<u>Description</u>
TBD	TBD

(End of clause)

E.5 GSFC 52.246-102 Inspection System Records (APR 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop Work Order (Aug 1989) with Alternate I (APR 1984)

F.2 GSFC 52.217-92 Period of Performance/Effective Ordering Period (JAN 2014)

The period of performance of this contract shall be for a period of 1 year from the contract effective date of TBD. The effective ordering period of the IDIQ portion of this contract coincides with the core services period of performance.

(End of clause)

F.3 GSFC 52.237-92 Place of Performance – Services (Nov 2013)

The services to be performed under this contract shall be performed at the following location(s): GSFC, and Contractor's facility. Alternate places of performance may be specified in individual task orders issued.

(End of clause)

F.4 GSFC 52.247-94 Shipping Instructions – Central Receiving (MAR 2015)

Shipments of the items required under this contract shall be to:

Receiving Officer
NASA Goddard Space Flight Center
Building 35, Code 279
Greenbelt, MD 20771

Marked for:
Technical Officer
Name - TBD, Code TBD
Building TBD, Room TBD
Contract No. TBD
Item(s) No.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION

- G.1 52.204-19 Incorporation by Reference of Representations and Certifications (DEC 2014)**
- G.2 1852.216-75 Payment of Fixed Fee (DEC 1988)**
- G.3 1852.227-86 Commercial Computer Software License (APR 2015)**
- G.4 1852.242-71 Travel Outside of the United States (DEC 1988)**
- G.5 1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004)**
- G.6 1852.245-70 Contractor Requests for Government-Provided Equipment (AUG 2015)**
- G.7 1852.245-75 Property Management Changes (JAN 2011)**
- G.8 1852.245-78 Physical Inventory of Capital Personal Property (AUG 2015)**
- G.9 1852.245-82 Occupancy Management Requirements (JAN 2011)**

G.10 1852.227-72 Designation of New Technology Representative and Patent Representative (APR 2015)

(a) For purposes of administration of the clause of this contract entitled "New Technology—Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights—Ownership by the Contractor," whichever is included, the installation New Technology and Patent Representatives identified at http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html are hereby designated by the Contracting Officer to administer such clause for the appropriate installation.

(b) Disclosures of reportable items and of subject inventions, interim new technology summary reports, final new technology summary reports, utilization reports, and other reports required by the applicable "New Technology—Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights—Ownership by the Contractor" clause, as well as any correspondence with respect to such matters, shall be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters shall be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology—Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights—Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in [1827.305-270](#) of the NASA FAR Supplement.

(End of clause)

G.11 1852.245-71 Installation—Accountable Government Property (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, Contracting Officer's Representative (COR), and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA

Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

 X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

 X (2) Office furniture.

 X (3) Property listed in **Attachment J**.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

____ (4) Supplies from stores stock.

____ (5) Publications and blank forms stocked by the installation.

X (6) Safety and fire protection for Contractor personnel and facilities.

X (7) Installation service facilities: **IT Services through the Agency Consolidated End-user Services (ACES) contract.**

____ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

____ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.12 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any

Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.13 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment I of this contract on a no charge-for-use basis

pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the Contractor's facility and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

G.14 GSFC 52.216-100 Individuals Authorized to Issue Orders (DEC 2014)

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by the GSFC unless otherwise indicated:

Contracting Officer, Code 210.Y

(End of clause)

G.15 GSFC 52.216-103 Submission of Vouchers for Payment (SEP 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) For interim cost voucher submissions, the vendor shall use the "Cost Voucher" document type in WAWF. In addition, the vendor shall change the contract type to "Non-DoD Contract (FAR)".

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are (*extension fields will not be populated*):

- a. Paying Office Activity Address Code: 803112 (NSSC)
- b. Admin Office Activity Address Code: 803249
- c. Ship To Code: 803250

- d. DCAA DoD Activity Address Code: **TBD**
- e. Service Approver DoDAAC: 803249
- f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the "Send Additional

Email Notifications" field of WAWF once a document is submitted in the system.

Contracting Officer: TBD

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address: NSSC - FMD Accounts Payable

Bldg. 1111, C Road

Stennis Space Center, MS 39529

Fax Number: 1-866-209-5415

(c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.16 GSFC 52.242-90 Financial Management Reporting (JUN 2014)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210Y
E-Mail: TBD

Contracting Officer's Representative, Code 600
E-Mail: TBD

Resources Analyst, Code TBD
E-Mail: TBD

Regional Finance Office Cost Team, Code 155.2
E-Mail: GSFC-rfocateam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

G.17 GSFC 52.245-93 Reports of Contractor Acquired Government Property (MAR 2014)

Refer to subparagraph (b)(1)(i) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of \$5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than \$5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1 and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through

NASA inventories and other authorized Federal excess sources for item availability in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into the NASA Property, Plant and Equipment System (NASA PP&E). A copy of the GSFC Form 20-4 shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4s, or on other forms, shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the contractor maintains a stock inventory of Installation-Accountable Government Property with a minimum average value of \$75,000, the Contractor shall comply with NPR 4100.1. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report; NASA Form 1324, Semi-annual Report of Personal Property Operations (for which periods end March 31 and September 30) and NASA Form 1619, Physical Inventory of Materials Annual Report (for which period ends September 30), within 5 working days of the end of the reporting period. The NASA Forms 1489, 1324 and 1619, should be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer. A copy of NASA Form 1489 should be submitted to Code 157.2, General Ledger.

(End of clause)

G.18 GSFC 52.245-96 Property Clause Applicability – On-Site and Off-Site (MAR 2011)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The

requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses (if included in the contract) applicable to both on-site and off-site locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Equipment"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"

(c) Clauses (if included in the contract) applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses (if included in the contract) applicable only to on-site locations.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

GSFC clause 52.245-93, "Reports of Contractor Acquired Government Property"

(End of clause)

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 1852.208-81 Restrictions on Printing and Duplicating (NOV 2004)

H.2 1852.223-70 Safety and Health (APR 2002)

H.3 1852.223-75 Major Breach of Safety or Security (FEB 2002)

H.4 1852.228-75 Minimum Insurance Coverage (OCT 1988)

H.5 1852.235-73 Final Scientific and Technical Reports (DEC 2006) – ALT II (DEC 2005)

H.6 1852.242-72 Denied Access to NASA Facilities (OCT 2015)

H.7 1852.225-70 Export Licenses (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR parts 120-130, and the Export Administration Regulations (EAR), 15 CFR parts 730-799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Goddard Space Flight Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.8 GSFC 52.204-99 Contractor Personnel – Identification, Onsite Reporting, and Checkout Procedures (APR 2013)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment K, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a

case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment K for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer's Representative (COR) of the contractor's designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;

(2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and

any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.9 GSFC 52.211-95 Government Premises – Physical Access and Compliance with Procedures (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

(1) Harassment and Discrimination Announcements

<http://eeo.gsfc.nasa.gov/policy.html>

(2) GSFC Workplace Violence Announcement

https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDATABASEObject?document_id=21144

(3) GPR 1600.1, GSFC Security Requirements

(4) NPD 1600.3, Policy on Prevention of and Response to

Workplace Violence

- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee

Assistance Programs

- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation

Protection

- (14) NPD 2540.1, Personal Use of Government Office Equipment

Including Information Technology

- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF)

Equipment Licensing

- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System

(NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include

additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.10 GSFC 52.223-91 Safety and Health – Additional Requirements (APR 2015)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Safety Division, Code 360, Telephone 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Jimmy.R.McLaughlin@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours.

This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at <https://idmax.nasa.gov>. Until access is approved, use the [Contractor Monthly Statistics Report Template](#) available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to If Greenbelt, insert: Hernan.Castellanos@nasa.gov.

(End of clause)

H.11 GSFC 52.227-93 Applicability of Rights in Data – Special Works (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items): Any data requested by the Government for any legitimate government use.

(End of clause)

H.12 GSFC 52.227-99 Rights in Data (JUN 2012)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, if applicable, and GSFC 52.227-93.

(End of clause)

[END OF SECTION H]

SECTION I – CONTRACT CLAUSES

- I.1 52.202-1 Definitions (NOV 2013)**
- I.2 52.203-3 Gratuities (APR 1984)**
- I.3 52.203-5 Covenant Against Contingent Fees. (MAY 2014)**
- I.4 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)**
- I.5 52.203-7 Anti-Kickback Procedures (MAY 2014)**
- I.6 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)**
- I.7 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)**
- I.8 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**
- I.9 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)**
- I.10 52.203-14 Display of Hotline Poster(s) (DEC 2007)**
Fill-in for Paragraph (b)(3): <http://oig.nasa.gov/hotline.htm>, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001
- I.11 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)**
- I.12 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)**
- I.13 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)**
- I.14 52.204-13 System for Award Management Maintenance (JUL 2013)**
- I.15 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014)**
- I.16 52.204-18 Commercial and Government Entity Code Maintenance (JUL 2015)**
- I.17 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)**
- I.18 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)**
- I.19 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations (DEC 2014)**
- I.20 52.210-1 Market Research (APR 2011)**
- I.21 52.215-2 Audit and Records - Negotiation (OCT 2010)**
- I.22 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**
- I.23 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (AUG 2011)**
- I.24 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications (OCT 2010)**

- I.25 52.215-14 Integrity of Unit Prices (OCT 2010)
- I.26 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)
- I.27 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)
- I.28 52.215-19 Notification of Ownership Changes (OCT 1997)
- I.29 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (OCT 2010)
- I.30 52.215-23 Limitations on Pass-Through Charges (OCT 2009)
- I.31 52.216-8 Fixed Fee (JUN 2011)
- I.32 52.219-6 Notice of Total Small Business Set-Aside (NOV 2011)
- I.33 52.219-8 Utilization of Small Business Concerns (OCT 2014)
- I.34 52.219-14 Limitations on Subcontracting (NOV 2011)
- I.35 52.219-28 Post-Award Small Business Program Representation (JUL 2013)
- I.36 52.222-3 Convict Labor (JUN 2003)
- I.37 52.222-21 Prohibition of Segregated Facilities (APR 2015)
- I.38 52.222-26 Equal Opportunity (APR 2015)
- I.39 52.222-37 Employment Reports on Veterans (JUL 2014)
- I.40 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- I.41 52.222-50 Combating Trafficking in Persons (MAR 2015)
- I.42 52.222-54 Employment Eligibility Verification (AUG 2013)
- I.43 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) -- Alternate I (JUL 1995)
- I.44 52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)
- I.45 52.223-6 Drug-Free Workplace (MAY 2001)
- I.46 52.223-10 Waste Reduction Program (MAY 2011)
- I.47 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
- I.48 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)
- I.49 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
- I.50 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- I.51 52.223-19 Compliance with Environmental Management Systems (MAY 2011)
- I.52 52.225-1 Buy American—Supplies (MAY 2014)
- I.53 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- I.54 52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

- I.55 52.227-11 Patent Rights—Ownership by the Contractor (MAY 2014) AS MODIFIED BY NFS
1852.227-11
- I.56 52.227-17 Rights in Data-Special Works (December 2007) as modified by 1852.227-17
- I.57 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- I.58 52.232-9 Limitation on Withholding of Payments (APR 1984)
- I.59 52.232-17 Interest (MAY 2014)
- I.60 52.232-22 Limitation of Funds (APR 1984)
- I.61 52.232-23 Assignment of Claims (MAY 2014)
- I.62 52.232-25 Prompt Payment (JUL 2013) -- Alternate I (FEB 2002)
- I.63 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)
- I.64 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)
- I.65 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
- I.66 52.233-1 Disputes. (MAY 2014)
- I.67 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- I.68 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- I.69 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)
- I.70 52.237-3 Continuity of Services (JAN 1991)
- I.71 52.239-1 Privacy or Security Safeguards (AUG 1996)
- I.72 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- I.73 52.242-3 Penalties for Unallowable Costs (MAY 2014)
- I.74 52.242-13 Bankruptcy (JUL 1995)
- I.75 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
- I.76 52.244-5 Competition in Subcontracting (DEC 1996)
- I.77 52.244-6 Subcontracts for Commercial Items (APR 2015)
- I.78 52.245-1 Government Property (APR 2012)
- I.79 52.245-9 Use and Charges (APR 2012)
- I.80 52.246-25 Limitation of Liability—Services (FEB 1997)
- I.81 52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003)
- I.82 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)
- I.83 52.249-14 Excusable Delays (APR 1984)
- I.84 52.253-1 Computer Generated Forms (JAN 1991)
- I.85 1852.203-70 Display of Inspector General Hotline Posters (JUN 2001)
- I.86 1852.203-71 Requirement to Inform Employees of Whistleblower Rights (AUG 2014)
- I.87 1852.204-76 Security Requirements for Unclassified Information Technology Resources (JAN 2011)

- I.88 1852.215-84 Ombudsman (NOV 2011) -- Alternate I (JUN 2000)**
 - I.89 1852.216-89 Assignment and Release Forms (JUL 1997)**
 - I.90 1852.223-74 Drug- and Alcohol-Free Workforce (MAR 1996)**
 - I.91 1852.225-74 Notification Prior to Acquiring Information Technology Systems from Entities Owned, Directed or Subsidized by the People's Republic of China (DEVIATION) (Jun 2013)**
 - I.92 1852.228-75 Minimum Insurance Coverage (OCT 1988)**
 - I.93 1852.237-70 Emergency Evacuation Procedures (DEC 1988)**
 - I.94 1852.242-78 Emergency Medical Services and Evacuation (APR 2001)**
 - I.95 1852.243-71 Shared Savings (MAR 1997)**
-
- I.96 52.204-1 Approval of Contract (DEC 1989)**

This contract is subject to the written approval of the Procurement Officer or designee and shall not be binding until so approved.

(End of clause)

I.97 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period (See clause F.2) of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.98 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$10,000,000;
 - (2) Any order for a combination of items in excess of \$10,000,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
 - (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
 - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

I.99 52.216-22 Indefinite Quantity (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after no more than one (1) year from the end of the contract's effective ordering period for those orders placed within the ordering period where performance extends beyond the end of the contract's effective ordering period.

(End of clause)

I.100 52.217-9 Option To Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.101 52.222-35 Equal Opportunity for Veterans (JUL 2014)

(a) *Definitions.* As used in this clause—

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.102 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal

opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts*. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.103 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

For Federal Acquisition Regulation (FAR) provisions see

<https://www.acquisition.gov/?q=browsefar>

For NASA FAR Supplement (NFS) provisions see

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.104 52.252-6 Authorized Deviations in Clauses (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (*DEVIATION*) after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (*DEVIATION*) after the name of the regulation.

(End of clause)

I.105 1852.216-80 Task Ordering Procedure (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within **10** calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within **2** calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting officer may amend tasks in the same manner in which they are issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.106 1852.225-71 Restriction on Funding Activity with China (DEVIATION) (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.107 1852.237-72 Access to Sensitive Information (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to—

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

I.108 1852.237-73 Release of Sensitive Information (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider

personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

I.109 1852.239-74 Information Technology System Supply Chain Risk Assessment (DEVIATION) (APR 2015)

(a) Definitions –

“Acquire” means to procure with appropriated funds by and for the use of NASA through purchase or lease.

“Information Technology (IT) System” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. However, IT systems do not include—

(i) Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;

(ii) Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency.

(iii) Imbedded IT that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered IT systems;

(iv) Services in support of IT systems, such as help desk services; or

(v) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration

systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) NASA's OCIO must review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems. The OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, "Standards for Security Categorization of Federal Information and Information Systems" to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system proposed to be provided:

(1) A brief description of the item(s);

(2) Vendor/manufacturer's company name and address; and

(3) If known, manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) to the NASA OCIO which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system the NASA OCIO deems to be high impact or moderate impact unless it is determined the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system to be provided under the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system.

(End of clause)

I.110 52.216-7 Allowable Cost and Payment (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an

invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains *Alternate I* to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the **30th** day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool).* Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

- (C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
- (D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
- (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
- (F) Facilities capital cost of money factors computation.
- (G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.
- (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
- (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

- (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.
- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the

agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; *provided*, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.111 52.217-8 Option To Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6

months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of clause)

I.112 52.222-2 Payment for Overtime Premiums (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I.113 52.227-14 Rights in Data General (MAY 2014)—Alternate II (DEC 2007) and Alternate III (DEC 2007) as modified by NASA FAR Supplement 1852.227-14 (APR 2015)

(a) *Definitions.* As used in this clause-

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 116](#)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright

(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE

This work was authored by employees of **TBD** under Contract No. **TBD** with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered

under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.

(ii) The prohibition on “release to others”, as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors’ use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer’s prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 4703](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
 - (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
 - (6) Used or copied for use with a replacement computer and other legitimate government use.
- (c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- (e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

- (ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. **TBD** (and subcontract, **TBD** if appropriate) with **TBD** (name of Contractor and subcontractor).

(End of notice)

- (iii) If restricted computer software is delivered with the copyright notice of [17 U.S.C. 401](#), it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting*. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.114 52.244-2 Subcontracts (OCT 2010)

(a) *Definitions.* As used in this clause—

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or

(d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

I.115 52.247-1 Commercial Bill of Lading Notations (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

“Transportation is for the NASA Goddard Space Flight Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.”

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

“Transportation is for the NASA Goddard Space Flight Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. **TBD**. This may be confirmed by contacting NASA Goddard Space Flight Center, Code 210.5, Greenbelt, MD 20771.”

(End of clause)

[END OF SECTION I]

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 GSFC 52.211-101 List of Attachments (MAY 2015)

The following documents are attached hereto and made a part of this contract:

Attachment	Description	Date	No. of Pages <i>(including the cover page)</i>
A	Statement of Work	February 12, 2015	24
B	Direct Labor Rates, Indirect Rates, and Fee Matrices	March 2015	5
C	Financial Management Reporting Requirements	June 2014	4
D	Contract Historical Data	March 2015	3
E	Safety and Health Plan	TBP	TBD
F	IT Security ADL	July 2015	13
G	IT Security Management Plan	Due 30 Days After Contract Effective Date	TBD
H	Organizational Conflict of Interest Avoidance Plan	Due 30 Days After Contract Effective Date	TBD
I	Government Furnished Property	September 2015	3
J	Installation-Accountable Government Property	September 2015	2
K	Personal Identity Verification (PIV) Card Issuance Procedures	February 2015	5

TBD = To Be Determined

TBP = To Be Proposed

(End of clause)

[END OF SECTION J]

SECTION K – REPRESENTATIONS, CERTIFICATIONS, & OTHER STATEMENTS

K.1 52.204-8 Annual Representations and Certifications (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

X (i) 52.204-17, Ownership or Control of Offeror.

X (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

_ (vi) 52.227-6, Royalty Information.

_ (A) Basic.

_ (B) Alternate I.

X (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.2 52.209-7 Information Regarding Responsibility Matters (JUL 2013)

(a) *Definitions.* As used in this provision—

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.3 1852-209.74 Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations (DEVIATION) (APR 2015)

(a) In accordance with section 527 of the Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), section 525 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), section 523 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and section 523 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by these Acts may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows:

To the best of my knowledge and belief, — (name of offeror) — has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.4 1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION) (APR 2015)

(a) In accordance with sections 543 and 544 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), sections 540 and 541 of the Consolidated and

Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), sections 536 and 537 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and sections 744 and 745 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by that Act may be used to enter into a contract with any corporation that

—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that —

(1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.5 1852.209-76 Representation by Entities Regarding Restrictions of Whistleblowing (DEVIATION) (APR 2015)

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that —

(1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing nondisclosure of classified information.

(b) The offeror represents that —

It does [] does not [] require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

K.6 1852.225-72 Restriction on funding Activity with China – Representation (DEVIATION) (FEB 2012)

(a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

K.7 1852.225-73 Information Technology Systems from Entities Owned, Directed or Subsidized by the People’s Republic of China (DEVIATION) (JUN 2013)

(a) Definitions –

“**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.

“**Information Technology (IT) System**” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to

accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China. By submitting an offer in response to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.

(c) *Representation.* The Offeror represents that any information technology system offered, except those listed in paragraph (d) of this provision, is not produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China.

(d) Information technology system(s) produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China:

ITEM	VENDOR/MANUFACTURER’S COMPANY NAME AND ADDRESS
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[List as necessary]

(e) The Contracting Officer will provide the list referenced in paragraph (d) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved may be provided under the contract. The Contracting Officer will advise the Offeror if any items are not approved and may provide the Offeror an opportunity to revise its proposal.

(End of provision)

[END OF SECTION K]

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

- L.1 52.204-7 System for Award Management (JUL 2013)**
- L.2 52.204-16 Commercial and Government Entity Code Reporting (JUL 2015)**
- L.3 52.214-34 Submission of Offers in the English Language (APR 1991)**
- L.4 52.214-35 Submission of Offers in U.S. Currency (APR 1991)**
- L.5 52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)**
- L.6 52.215-22 Limitations on Pass-Through Charges – Identification of Subcontract Effort (OCT 2009)**
- L.7 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)**
- L.8 52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)**
- L.9 1852.227-84 Patent Rights Clauses (APR 2015)**

L.10 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Hybrid Cost Plus Fixed Fee (CPFF) Core Contract with a Single Award Indefinite Delivery Indefinite Quantity (IDIQ) Component contract resulting from this solicitation.

(End of provision)

L.11 52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that—

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

L.12 52.233-2 Service of Protest (SEPT 2006)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Bldg. 35 – Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP NN15543215R

Attn: Maria McNamee

NASA/GSFC Mail Code: 210.5

Contracting Officer Phone: (301) 286-4988

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.13 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by

paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For Federal Acquisition Regulation Provisions, see:

<https://www.acquisition.gov/?q=browsefar>

For NASA FAR Supplement (NFS) provisions, see:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.14 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (*DEVIATION*) after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR chapter 18) provision with an authorized deviation is indicated by the addition of (*DEVIATION*) after the name of the regulation.

(End of provision)

L.15 1852.231-71 Determination of Compensation Reasonableness (APR 2015)

(a) The proposal shall include a Total Compensation Plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan shall also include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional employees shall be highlighted. The requirements of the plan may be combined with that required by the clause at FAR CFR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used for those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors provide, as part of their proposal, the information identified in (a) through (c) of this provision for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of provision)

L.16 1852.233-70 Protests to NASA (JUL 2015)

(a) In lieu of a protest to the United States Government Accountability Office (GAO), bidders or offerors may submit a protest under 48 CFR part 33 (FAR Part 33) directly to the Contracting Officer for consideration by the Agency. Alternatively, bidders or offerors may request an independent review by the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Such reviews are separate and distinct from the Ombudsman Program described at 1815.7001.

(b) Bidders or offerors shall specify whether they are submitting a protest to the Contracting Officer or requesting an independent review by the Assistant Administrator for Procurement.

(c) Protests to the Contracting Officer shall be submitted to the address or email specified in the solicitation (email is an acceptable means for submitting a protest to the Contracting Officer). Alternatively, requests for independent review by the Assistant Administrator for Procurement shall be addressed to the Assistant Administrator for Procurement, NASA Headquarters, Washington, DC 20456-0001.

(End of provision)

L.17 1852.245-80 Government Property Management Information (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: None.

(End of provision)

L.18 1852.245-81 List of Available Government Property (JAN 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in

accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property. See Clause J.1, Attachments I – Government Furnished Property (GFP) list and J – Installation Accountable Government Property (IAGP) for lists of available property.

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property. N/A

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

L.19 GSFC 52.215-200 Communications Regarding This Solicitation (JAN 2014)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Russellyn Hart
Phone: 301-286-5081 (*Collect Calls Not Accepted*)
FAX: 301-286-5373
E-Mail: Russellyn.Hart-1@nasa.gov

*Address: Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 20771
Attention: Russellyn Hart, *Mail Code 210.5

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. All Offeror questions should be submitted as soon as possible.

(End of provision)

L.20 GSFC 52.215-201 Proposal Preparation – General Instructions (JUN 2015)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A, Representative Task Order (RTO), Enclosure 2, and Scenario, L.23. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offer shall respond to how they would approach a Representative Task Order and a Scenario (See L.23). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDER (RTO) OR SCENARIO IN RESPONSE TO THE RFP!

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

Volume	Title	Copies
I	Offer Volume	Original plus 7 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hardcopies and two electronic copies
III	Cost Volume	Original plus 7 Hardcopies, and one additional hardcopy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 7 Hardcopies and two electronic copies

(2) Prime Offerors and proposed Significant Subcontractors for Cost Volume proposal purposes (defined in GSFC 52.215-224, COST VOLUME INSTRUCTIONS) shall submit one (1) additional copy of their Cost Volume proposal marked "Enter correct RFP number/NASA Proposal Evaluation Material", which the Government may forward to the cognizant Defense Contract Audit Agency (DCAA) office with an audit request.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to

show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the Offeror's (Prime and proposed Significant Subcontractors) proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Office Word (compatible with Word 2010) or Adobe Portable Document Format (PDF) (compatible with version X). While the RFP provides the Cost Volume exhibits in PDF format, Offerors shall submit all Cost Volume exhibits in Microsoft Office Excel format (compatible with Excel 2010) and the exhibits shall contain all formulas. Instructions for converting from PDF format to Excel can be found in the Cost Volume Instructions provision. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. The Offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The Offeror must certify that the electronic medium is virus free.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus Offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the Offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the solicitation provision noted under the Reference heading.

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.21	None
Mission Suitability Volume	II	L.23	Mixed
(a) Cover Page, Indices, SOW Compliance Matrix, Total Compensation Plan, Phase-in Plan, Safety and Health Plan, and List of Acronyms, Deviations & Exceptions			Excluded
(b) Management Plan, Understanding the Requirements, Representative Task Order and Scenario			85 Pages
Cost Volume	III	L.24	Mixed
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B)			Excluded
(b) Cost Exhibits			Excluded
(c) Basis of Estimates			30 Pages **
Past Performance Volume	IV	L.25	Mixed
(a) Information from the Offeror			40 Pages **
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			Excluded

****Prime Offeror and all Significant Subcontractors (page limitation is for the total component (Prime and Significant Subcontractors)).**

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate ringed (or similarly bound) binders. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost Volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.21 GSFC 52.215-203 Offer Volume (JUL 2015)

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.gov/?q=browsefar>, in accordance with Section K provision FAR 52.204-8, Annual Representations and Certifications. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures. For Joint Venture (JV) proposals, see FAR 4.102 for signature requirements.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of **330** days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on

the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must demonstrate a convincing basis for using that system as a basis for determining their own adequacy. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

(5) 8(a) Joint Ventures

If an 8(a) joint venture is proposed, the Offeror **should** submit a Small Business Administration (SBA) signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the Offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

- Identify the companies included in the joint venture.
- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application was submitted to for review and approval.

- If not yet approved, identify the steps you have taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity).

Award of the contract will only be made to a SBA approved 8(a) company or 8(a) Joint Venture.

(6) Government Property

Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The information required by these two provisions shall be included in this volume. However, if an analysis of the Offeror's property management policies, procedures, practices, and systems has not been previously performed by the Government, the Offeror shall describe their internal processes, systems, procedures, records, and methodologies to be employed to ensure effective and efficient control of Government property under this contract in accordance with the requirements specified in FAR 52.245-1, Government Property.

(7) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the subcontract [GPM/Core] value associated with each entity.

(8) Organizational Conflicts of Interest

In accordance with the NFS 1852.237-72, Access of Sensitive Information, clause included in this order and NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1 as Attachment H. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(End of Provision)

L.22 GSFC 52.215-205 Proposal Marking and Delivery (SEPT 2014)

(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number NNG15543215R
Attn: Russellyn Hart
Building 26, Room 050

PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN (**OFFEROR—ENTER DATE AND TIME**)."

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 35 Shipping and Receiving dock is open from 7:30 AM to 3:30 PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the Building 35 security gate. All deliveries are subject to GSFC Security screening.

3. Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail

Commercial Delivery Service

Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

L.23 GSFC 52.215-210 Mission Suitability Volume Instructions (Competitive) (JAN 2015)

Contents of Mission Suitability Volume Instructions

1. General Instructions
2. Mission Suitability Volume Format
3. Mission Suitability Instructions by Subfactor

1. General Instructions

The Mission Suitability Volume should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Volume must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the Mission Suitability Volume. It must not be incorporated by reference.

2. Mission Suitability Volume Format

The Mission Suitability Volume must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A – Management Plan

Subfactor B – Understanding the Key Statement of Work Requirements

Subfactor C – Technical Approach to Representative Task Order (RTO) and Scenario

The Work Breakdown Structure (WBS) contained in **Attachment A** of this solicitation shall be used to structure the Mission Suitability Volume. This solicitation contains NASA FAR

Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." The Mission Suitability Volume and the Cost Volume must follow the provided WBS. NF 533 reporting under any eventual contract must also follow the provided WBS.

3. Mission Suitability Instructions by Subfactor

Subfactor A – Management Plan

Describe your approach for managing the proposed work. Specifically, the offeror shall provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, and lines of communication.

The offeror shall provide an organizational chart for this program identifying all managerial positions by title. The offeror shall discuss interrelationships of technical management, business management, and subcontract management. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

The management plan shall contain an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The plan shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. The offeror shall describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

The plan shall describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel, finances, and facilities.

The offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. The offeror shall discuss their staffing approach and strategies if their primary staffing strategy is not completely successful.

The offeror shall describe the effort that will be undertaken to recruit staff not currently in the company employ. The plan shall indicate the offeror's ability to staff for fluctuating requirements from existing resources and from outside sources. The offeror's plan shall include the methods, practices, and incentives, which contribute to the proposed employee retention, morale, and productivity. The offeror's plan shall include, in particular, the methods, practices

and incentives used for training and mentoring employees as the level of required scientific and technical skills evolve throughout the contract period of performance.

The offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost volume instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) the basis for selection of the subcontractor, 2) the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed, 3) methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance, and 4) the benefits of these arrangements to the Government. The offeror shall discuss its plans for identifying and addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this solicitation. The offeror shall detail their process for responding quickly and efficiently to requests for task plans. The process shall include organizing, assigning staff, tracking and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The offeror shall describe their approach for managing multiple tasks.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 45-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 45-day phase-in period will be accomplished through the issuance of a separate firm fixed-price contract.

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must: classify all labor categories proposed as "exempt" or "non-exempt" positions; briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations; and identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with **Exhibit 12A & Exhibit 12B** "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include **Exhibit 12A & Exhibit 12B** but should reference where the information appears in the Cost Volume.)

The offeror shall provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The offeror shall provide an overview of their property management system that includes the offeror's procedures for the receipt, identification, control, use, protection, maintenance, transfer, tracking, and reporting of Contractor-Acquired, Installation-Accountable Government Property and/or Government-Furnished Property in accordance with the property clauses in the contract.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." The offeror shall also address, within the plan, its approach to provide adequate protection to subcontractor employees of every tier.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

The offeror's plan shall address their approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

Subfactor B – Understanding the Key Statement of Work Requirements

The offeror shall provide a narrative response that demonstrates a general understanding of the support services necessary to perform the functional requirements of the Statement of

Work (SOW). The offeror shall clearly identify the most significant scientific and programmatic challenges, as well as any potential synergies, associated with performance of this service contract, which spans several large organizational units having different scientific objectives, and describe its approach to addressing those challenges and exploiting those synergies.

The offeror shall also provide a detailed narrative response that demonstrates an understanding of each of the key functional requirements of the SOW identified below, and that describes the technical approach that will be used to satisfy each key requirement. The offeror's detailed response shall address the following key SOW requirements in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent problems associated with the objectives of this procurement. For each of the selected functional requirements, the offeror shall identify the scientific and technical skills, expertise and experience necessary to perform the requirement; identify the critical issues associated with the requirement and discuss its approach to addressing them.

The key SOW requirements are as follows:

1. GMAO Operational System Development and Maintenance (SOW Requirement II.1);
2. GMAO Project Management and Administration: high-level project management (SOW Requirement II.3.1 only);
3. Instrumentation: engineering support (SOW Requirements III.1.1 and III.1.2 only; integrate and address collectively);
4. Instrumentation: support field experiments (SOW Requirements III.1.11.1-III.1.11.4 only; integrate and address collectively);
5. Earth System Modeling: models describing the chemistry and physics of Earth system processes (SOW Requirement III.2.1.1 only);
6. Earth System Modeling: models to support satellite system and sensor design and operation (SOW Requirement III.2.1.7 only);
7. Earth System Data Processing and Analysis: algorithm development and data processing and analysis for atmospheric research areas (SOW Requirement III.2.2.16 only; choose examples from any of the instruments mentioned in sub-requirements III.2.2.16.1 – III.2.2.16.5);
8. Atmospheric Data Assimilation System Development and Experimentation: tools for monitoring system performance (SOW Requirement IV.1.2 only);
9. Atmospheric Constituent Modeling and Data Assimilation: generation and analysis of aerosol and trace gas simulations and/or assimilations (SOW Requirement IV.2.9 only);
10. Model Development: integration, tuning and evaluation of coupled models (SOW Requirement IV.6.2 only)

The offeror shall identify the most significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work or unique to the offeror's chosen technical approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export

control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame, and risk acceptance or mitigation.

Subfactor C – Technical Approach to Representative Task Order (RTO) and Scenario

Representative Task Order:

The offeror shall provide a written task plan addressing the representative task order (RTO) included as **Enclosure 2**. In accordance with the Task Ordering Procedure clause in Section H of this solicitation, the task plan shall identify the technical approach, projected hours per labor category, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plan must be specific, detailed and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks and critical issues; and possible problem mitigation/resolution. Any assumptions made in preparing a response to the RTO must be clearly stated.

The instrument development outlined in the RTO is a fictitious Earth science satellite mission defined to allow the offeror an opportunity to illustrate a wide range of scientific and technical expertise, skills, and efficient management and development processes. The offeror shall demonstrate an understanding of the scientific considerations and complexities of supporting and coordinating the many aspects of a mission's lifecycle. The RTO is more focused than the support requirements listed in the SOW, so the offeror shall provide a correspondingly more detailed description of the technical objectives and challenges posed by the RTO, and the corresponding challenges to staffing and scheduling beyond the general issues normally posed by the requirements of the SOW.

Scenario: The GMAO MERRA-3 Reanalysis Project

GMAO expects to begin executing a MERRA-3 reanalysis near the end of contract year 2 (CY2), as a follow-on to the recently released MERRA-2 reanalysis, again covering the modern satellite era from 1980 to the present. The first MERRA reanalysis is described in *Journal of Climate* (Special MERRA Collection, **24**, 1-450, 2011; see especially the introductory article by Rienecker et al. on pp. 1-25). Detailed information on MERRA reanalyses can be found on the MERRA Information Pages at <http://gmao.gsfc.nasa.gov/research/merra>.

Government personnel will determine the key scientific objectives of the MERRA-3 reanalysis and specify the computational resources that will be made available to complete it. The contractor will interact with government personnel to determine the specific components and configuration of the GEOS Data Assimilation System (DAS) that will be used to execute the MERRA-3 reanalysis. The contractor will be responsible for all aspects of the management, staffing, planning, execution and monitoring of the MERRA-3 reanalysis, as well as selected

parts of its in-house scientific validation. For the purpose of demonstrating your thorough understanding of the work you are required to support, please describe in detail how you, the contractor, would meet these responsibilities to ensure the success of the MERRA-3 Reanalysis Project. Please identify the top three management challenges and the top three technical challenges involved in supporting the Project, and discuss your strategy for addressing each one. In particular, please identify and discuss any innovative management processes you would bring to the table to help ensure the success of the Project. Also please identify and explain the rationale for any assumptions made in formulating your response to the Scenario.

(End of provision)

L.24 GSFC 52.215-224 Cost Volume Instructions (JUN 2015)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

1. Instructions

An important prerequisite for the award of the contract is the Prime Offeror must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The Cost Volume proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the CAS Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required Cost Volume proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect costs.

Final monetary extensions in the Cost Volume proposal should be expressed as the closest

whole dollar amount, with cents omitted.

Duty charges, if any, shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed.

For the purposes of the Cost Volume section for the **CORE** Requirements of this procurement, a Significant Subcontractor is defined as a subcontractor expected to exceed 20% of the proposed CORE contract value (Base plus Option periods). A proposed Significant Subcontractor shall complete and submit Exhibits 2-A and 2-B, and provide the supporting information that is requested from the Prime Offeror.

For the purposes of the Cost Volume section for the **GPM** portion of this procurement, a significant subcontractor is defined as a subcontractor expected to exceed 10% of the proposed total GPM. All proposed significant subcontractors shall complete and submit exhibits 3, 4 and 5 and provide the supporting information that is requested from the Prime Offeror.

Any prospective subcontractors for direct labor are required to provide labor rate and indirect rate data in support of its fully burdened proposed rates (ref. **Exhibit 4A, Non-Management Direct Labor Category Conversion**, and, if applicable, **Exhibit 4B, Offeror Administrative and Management Labor**) and as such may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

The Cost Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Cost Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

- 1) Open the Cost Volume exhibits .PDF file in Adobe Acrobat DC.
- 2) Click on the Export PDF tool in the right pane.
- 3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
 - a. Under the "Save As XLSX Settings" window, ensure that following selections are made:
 - i. Under Excel Workbook Settings ensure "Create Worksheet for each Page" is selected.
 - ii. Under Numeric Settings ensure "Detect decimal and thousands separators using regional settings."
 - iii. Under Text Recognition Settings ensure "Recognize text if needed" is selected.
 1. Ensure "English" is the selected language.

- b. Click "OK"
- 4) Click Export.
- 5) Name the Excel file and save it in a desired location.

Offerors, including proposed Significant Subcontractors, shall provide one separately packaged copy of their Cost Volume proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume proposal as well as **Exhibit 13-A**. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Volume proposal, each Offeror, including proposed Significant Subcontractors, shall submit the other than certified cost or pricing data described in Section 2 below.

2. Cost Volume Proposal Format

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more

reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in the contract (Core and IDIQ). The supporting rationale associated with these proposed ODC expenses shall also be submitted.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's current accounting system, clearly indicate how program management costs will be captured and charged on a task-by-task basis during performance of the contract.

(b) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete **Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**, for each Contract Year. The direct labor and indirect rates and fee percentages included in **Attachment B** are "not to exceed" bid rates/fees. During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the "**TASK ORDERING PROCEDURE**" and "**SUPPLEMENTAL TASK ORDERING PROCEDURES**" clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the IDIQ scope of work Representative Task Order (RTO), and Government Pricing Model (GPM) and should range from entry level to the most senior level.

In **Attachment B**, the Prime Offeror shall propose, by Contract Year, unburdened direct labor rates for all labor categories in Section 1; all individual bid indirect rates in Section 2, clearly delineating Onsite and Offsite; and all rates or factors for Cost Estimating Relationships in Section 3. Onsite is defined as NASA Goddard Space Flight Center Offsite is defined as the Contractor's facility. The Offeror's fee percentage(s) included in Section 4 of the matrices shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. In Section 5, the Prime Offeror shall include a fully-loaded direct labor rate matrix for each Significant Subcontractor. In Section 6, provide Position Qualifications for all Offeror proposed direct labor categories specified in Section 1 and all subcontractors' proposed direct labor categories specified in Section 5.

APPLIES TO CORE ONLY

(c) WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure (WBS) shall be used for Cost Volume proposal purposes:

WBS Level 1 - Summary of total contract estimated costs plus fixed fee – Core Total (Statement of Work Section II)

(d) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST PLUS FIXED FEE

Exhibit 1 summarizes the Prime Offeror's proposed Core Requirements total direct labor hours (Prime Offeror plus Significant Subcontractors), total estimated cost, and fixed fee, by Contract Year (CY), for the entire potential five year period of performance (Base period plus Option periods) at WBS Level 1 (total Core Requirement) based on bid labor and bid indirect burden rates.

(e) CORE REQUIREMENTS DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL

Exhibit 2-A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by onsite versus offsite, and CY at WBS Level 1. A separately identified and labeled **Exhibit 2-A** shall be submitted for each individual CY from the Prime Offeror and each individual Significant Subcontractor.

(f) SIGNIFICANT SUBCONTRACTOR ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

Exhibit 2-B shows a Significant Subcontractor's proposed Core Requirements elements of cost at WBS Level 1 (total Core Requirement), by CY, for the entire potential five year period of performance (Base period plus Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2-B** shall be submitted by each individual Significant Subcontractor.

(g) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for the entire potential five year period of performance (Base plus Option periods) at WBS Level 1. The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability Volume proposal.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any Significant Subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format.
- An explanation of how all materials, travel, equipment, and other direct costs were estimated.
- A description of other subcontracts identifying the Subcontractor, description of effort, and total number of hours.

BOEs shall be submitted by both the Prime Offeror and all Significant Subcontractors and shall comply with the BOE page limitations set forth in the PROPOSAL PREPARATION—GENERAL INSTRUCTIONS provision of this RFP.

APPLIES TO IDIQ (GPM) ONLY

(h) GOVERNMENT PRICING MODEL (GPM)

To be completed by the Prime Offeror ONLY

Exhibit 3A contains the GPM-Specified Non-Management Direct Labor Categories the Government considers essential to perform task orders under this contract. The Prime Offeror **ONLY** shall complete **Exhibit 3A, Government Pricing Model**, for each Contract Year. **The Prime Offeror shall include in Exhibits 3A and 3B all Subcontractors, regardless of dollar value,**

expected to perform under this contract. The Prime Offeror shall complete this exhibit in accordance with the following:

- At the top of **Exhibit 3A**, the Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s) in **Exhibit 3A** that will be applied to the Subcontractor(s) GPM-Specified Non-Management Direct Labor Loaded Rates in accordance with the Prime Offeror's current accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fixed Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in **Exhibit 6**).
- In **Exhibit 3A**, the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for **each** respective GPM-Specified Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded GPM-Specified Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 4A** workbooks. The Prime Offeror may modify **Exhibit 3A** to delete or add additional Subcontractor columns, if necessary.
- Using the respective Prime Offeror loadings specified at the top of **Exhibit 3A**, the Prime Offeror shall calculate and insert the "Sub Loaded Rate w/Prime Loading" rates for each Subcontractor by GPM-Specified Non-Management Direct Labor Category. For example, if the Subcontractor's Loaded Rate is \$100 and the Prime Offeror's bid loadings are G&A at 10% and Fixed Fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be \$118.80 $[(\$100 * 110\%) * 108\%]$.
- For each GPM-Specified Non-Management Direct Labor Category in **Exhibit 3A**, the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort **must** total 100% for **each** GPM-Specified Non-Management Direct Labor Category.
- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rate for **each and every** GPM-Specified Non-Management Direct Labor Category in **Exhibit 3A**.
- The Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rates in **Exhibit 3A** for **each** GPM-Specified Contract Non-Management Direct Labor Category shall be multiplied against the respective GPM estimated direct labor hours for each GPM-Specified Non-Management Direct Labor category set forth in **Exhibit 3A** to derive the Total GPM-Specified Non-Management Direct Labor Costs for each Category plus the overall Subtotal GPM-Specified Non-Management Direct Labor Costs. There **must** be a composite rate totaling 100% for **each and every** GPM-Specified Non-Management Direct Labor Category in **Exhibit 3A**. In addition, the GPM estimated non-management direct labor provided for each labor category in **Exhibit 3A** shall **not** be changed.

- The labor hours in the Government Pricing Model are based on a 40-hour work week with no uncompensated overtime. Unless specified, the hours are consistent each year throughout the period of performance.
- The Prime Offeror shall complete the OFFEROR MANAGEMENT and ADMINISTRATIVE HOURS/COSTS Section of **Exhibit 3A**, filling in all anticipated program management and administrative support required for this effort and direct charged via Offeror (and/or subcontractor, if applicable) labor categories and hours (**Exhibit 4B**) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with **Exhibit 7**. The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Labor Costs. **For evaluation purposes, all Management and Administration Costs shall be assumed Offsite.**
- The Prime Offeror shall complete the OFFEROR NON-LABOR RECURRING ODCS AND/OR COST-ESTIMATING RELATIONSHIP COSTS Section of Exhibit 3A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with **Exhibit 7**. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The Exhibit 3A columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non-labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.
- The Prime Offeror shall complete **Exhibit 3B, Government Pricing Model Grand Total Summary – Bid Rates**. The Grand Total Government Pricing Model value is a summation of the Subtotal GPM-Specified Non-Management Direct Labor Costs (Onsite and Offsite); the Subtotal Offeror Labor-oriented Management and Administrative Costs; and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in **Exhibit 3A**.

(i) NON-MANAGEMENT DIRECT LABOR CATEGORY CONVERSION

Prime Offerors and all Subcontractors (regardless of dollar value) included in **Exhibit 3A** shall complete **Exhibit 4A, Non-Management Direct Labor Category Conversion**. This exhibit show how the Prime Offeror's and all Subcontractors' individual direct labor categories/rates are proportioned and converted to the GPM-Specified Non-Management Direct Labor Categories. **Exhibit 4A** summarizes the unburdened direct labor rates, bid indirect rates, and fee rate used to derive each Loaded GPM-Specified Non-Management Direct Labor Category Rate used in **Exhibit 3A**. Prime Offerors and all Subcontractors shall complete a separate **Exhibit 4A** for each performance site (onsite and offsite) for which they are providing GPM-Specified Non-management Direct Labor using the applicable bid rates for each site. The Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 4A** to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 3A)

must match those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**. When completing this exhibit, Offerors must specify the applicable site (onsite and offsite) and provide rates only for those labor categories specified in **Exhibit 3A** for the site indicated. (For instance, Offerors should only propose a rate for the Instrument Technician in the **Exhibit 4A** designated “Onsite” since no “Offsite” hours are specified for this position.)” Offerors should note that **Exhibit 4A** is site-specific. When completing this form, Offerors must specify the applicable site (Onsite or Offsite) and provide rates only for those labor categories specified in **Exhibit 4A** for the site indicated.

For each GPM-Specified Non-Management Direct Labor Category, a composite rate can be comprised of no more than 3 labor categories. If a composite rate is comprised of 2 or more labor categories, the composite rate shall not contain any labor category with less than 20% of anticipated effort.

(j) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit **Exhibit 4B, Offeror Management and Administrative Labor**, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 3A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 3A**, the respective Subcontractor shall also complete and submit **Exhibit 4B**. The Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 4B** must match those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**. The Loaded Management and Administrative Bid Labor Rates derived in **Exhibit 4B** must match the Prime Offeror and/or Subcontractor Loaded Management and Administrative Bid Labor Rates used in **Exhibit 3A**.

For **Exhibit 3B**, Offerors will note that all Management and Administrative labor categories shall be proposed using Offsite rates.

(k) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

All Prime Offerors shall complete **Exhibit 5, Government Pricing Model by Elements of Cost**, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A and fixed fee. The Grand Total of **Exhibit 5** shall match the Grand Total of **Exhibit 3B**. Offerors may adjust the elements of cost to be consistent with your current accounting system.

(l) GPM BASIS OF ESTIMATES (BOE)

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program

Management and Administrative Support and subcontracting. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal.

For Program Management and Administrative Support, explain in detail how it is estimated. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

Describe how subcontracts were estimated and how determined reasonable. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontract following the above specified format.

APPLIES TO BOTH CORE AND IDIQ (GPM)

(m) SUMMARY OF INDIRECT RATES

Exhibit 6 shows the Contractor Fiscal Year to Contract Fiscal Year rate conversion for Overhead, G&A, and any “Other” indirect rates that the Offeror proposes in accordance with its current accounting system. An **Exhibit 6** shall be submitted by the Prime Offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2 of Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.**

(n) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)

Offerors shall complete **Exhibit 7** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.

(o) INDIRECT RATE EXPENSE POOLS

Exhibit 8-A Overhead Expense Pool

Exhibit 8-A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, “Fringe

Benefit Pool”. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to CY. **NOTE:** If an 8(a) Unpopulated Small Business Administration Joint Venture (JV) is proposed, the actual expenses for the prior three years of both entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one overhead pool is proposed, a separate **Exhibit 8-A** shall be included for each pool. Include the rationale for multiple overhead pools. Examples of types of overhead expense pools include: Material Overhead, Manufacturing Overhead, Engineering Overhead, Field Service Overhead, Site Overhead.

Below are examples of typical costs found in an Overhead Expense Pool:

Material Overhead:

Acquisition (purchasing); inbound transportation; indirect labor; employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); receiving and inspection; material handling and storage; vendor quality assurance; scrap sales credits; inventory adjustments, etc.

Operations Overhead (e.g., Manufacturing, Engineering, Field Service, and Site Operations):

Indirect labor and supervision; perishable tooling (primarily in manufacturing overhead); employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); indirect material and supplies (e.g., small tools, grinding wheels, lubricating oils, etc.); fixed charges (e.g., depreciation, insurance, rent, property taxes, etc.); downtime of direct employees when not working on a specific contract (e.g., training, vacation pay, regular pay, sick leave pay, etc.); etc.

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

Exhibit 8-B General and Administrative (G&A) Expense Pool

Exhibit 8-B shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to CY. **NOTE:** If an 8(a) Unpopulated Small Business Administration Joint Venture (JV) is proposed, the actual expenses for the prior three years of both entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one G&A pool is proposed, a separate **Exhibit 8-B** shall be included for each pool. Include the rationale for multiple G&A pools. G&A expenses are management, financial, and other expenses related to the general management and administration of the business unit as a

whole. To be considered a G&A expense of a business unit, the expenditure must be incurred by, or allocated to, the general business unit.

Below are examples of typical costs found in a G&A Expense Pool:

- Salary and other costs of the executive staff of the corporate or home office
- Salary and other costs of staff services such as legal, accounting, public relations, and financial offices
- Selling and marketing expenses
- Corporate or home office expenses
- Independent Research and Development (IR&D)
- Bid and Proposal (B&P)
- Other miscellaneous activities related to overall business operation

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(p) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 45-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibits 9 and 9-A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about January 18, 2017.

(q) CONTRACT SOURCE OF PERSONNEL

Exhibit 10 shows the Offeror's plans to obtain the required personnel for both the Core and IDIQ Requirements of the contract in the first Contract Year of contract performance. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

(r) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 11 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(s) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Volume Instructions provision L.23, Subfactor A, the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, in **Exhibits 12A** containing the average of fringe benefit information for all the

exempt labor categories, and **Exhibit 12B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-Significant Subcontractors.

(t) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 13-A** and **13-B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

(End of provision)

L.25 GSFC 52.215-230 Past Performance Volume (JUN 2014)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$3.5M that your company has had within the last 5 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$3.5M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the Offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$1.6M (10% of \$16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc., all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the Prime Offeror and each significant subcontractor (based on a combination of the proposed Core Cost and GPM Cost). Indicate the primary functions (SOW) to be performed by the Prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the Prime Offeror and each significant subcontractor:

Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. (Please verify the telephone numbers provided are current and correct).

Cage Code and/or DUNS Number of the contractor performing the work.

Contract number, type, and total original and present or final contract value.

The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

Date of contract, place(s) of performance, and delivery dates or period of performance.

Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

Method of acquisition: competitive or noncompetitive.

Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.

Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

Average number of personnel on the contract per year.

Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as **Exhibit 14** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with

direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: Russellyn Hart, Code 210.5
Bldg. 22, Rm. 116
Greenbelt, MD 20771
Telephone: 301-286-5081
FAX: 301-286-5373

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of provision)

L.26 1852.223-73 Safety and Health Plan (JUL 2015)

(a) The offeror shall submit a detailed Safety and Occupational Health Plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements Manual, Appendix E).

The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

[End of Section L]

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 GSFC 52.215-300 Source Selection and Evaluation Factors – General (JAN 2014)

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

M.3 GSFC 52.215-310 Mission Suitability Factor (MAY 2014)

The Mission Suitability evaluation will take into consideration whether the resources proposed

are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements and may significantly affect the offeror's Mission Suitability evaluation.

The Government may choose to incorporate any positive aspects of an offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A – Management Plan

The Government will evaluate for efficiency and effectiveness the offeror's response to manage the work under the contract, which includes responsibilities and authorities, span of control, degree of autonomy, and lines of communication.

The Government will evaluate the offeror's proposed organizational chart and the managerial positions identified for adequacy and efficiency. The Government will evaluate for clarity, reasonableness, and effectiveness the offeror's discussion of interrelationships among the technical management, business management, and subcontract management. The Government will evaluate for clarity, reasonableness, effectiveness, and efficiency the delineated interfaces with GSFC personnel and subcontractor personnel under this contract.

The Government will evaluate the offeror's discussion of the independence and autonomy of the Program Manager, particularly the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources for adequacy, reasonableness, efficiency, and effectiveness. The Government will evaluate the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract for reasonableness and efficiency. The Government will evaluate the Program Manager's support staff and its capability to operate as a team for realism, completeness, and efficiency.

The Government will evaluate for reasonableness and effectiveness the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel, finances, and facilities.

The Government will evaluate the offeror's complete staffing plan that shows how it will fill the staff requirements for reasonableness, effectiveness, and clarity. The hiring plan will be

evaluated for comprehensiveness, effectiveness, likelihood of successful implementation and clarity. The Government will also evaluate the offeror's alternate/backup staffing plans, for efficiency and proficiency, if the primary staffing strategy is not completely successful.

The Government will evaluate the effectiveness of the proposed effort that will be undertaken to recruit staff not currently in the company employ. The Government will evaluate the effectiveness of the offeror's ability to staff for fluctuating requirements from existing resources and from outside sources. The Government will evaluate the effectiveness of proposed methods, practices and incentives for the contribution to employee retention, morale, and productivity. The Government will evaluate the effectiveness of proposed methods, practices and incentives used to train and mentor employees as the level of scientific and technical skills evolve throughout the contract period of performance.

The Government will evaluate the reasonableness of the offeror's strategy for using (or not using) significant subcontractors. If significant subcontractors are proposed, the Government will evaluate the effectiveness and efficiency of their interfaces to the offeror's organizational structure. The Government will evaluate the offeror's basis for selection of the subcontractor, and the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed, for reasonableness, effectiveness and efficiency. The Government will evaluate the effectiveness of the methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance, and the benefits of these arrangements to the Government. The offeror will be evaluated on the effectiveness and efficiency of its plans for identifying and addressing any problems that arise as a result of the proposed organization structure, or performance problems under the subcontracted portions of the contract.

The Government will evaluate the adequacy of the offeror's task order management practices to respond quickly and efficiently to requests for task plans. The Government will evaluate the proposed plan's effectiveness and efficiency for organizing, assigning staff, tracking and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The Government will evaluate the adequacy and efficiency of the offeror's approach for managing multiple tasks.

The phase-in plan will be evaluated for the thoroughness and soundness with which it demonstrates the offeror's ability to ensure continuity and a smooth transition with the incumbent contractor during the phase-in period. The Government will evaluate the clarity and adequacy of the offeror's phase-in plan to assume full contract responsibility on the effective date of the contract. The phase-in plan will be evaluated for the adequacy and effectiveness of the offeror's plan to maintain ongoing work and of the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the Government will evaluate the adequacy of the offeror's preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, the Government will evaluate the reasonableness

of the depth and extent of the cooperation assumed and the realism of those assumptions. The Government will evaluate the adequacy and efficiency of the specified extent of involvement of NASA personnel during the phase-in period.

The Government will evaluate the offeror's total compensation plan, including fringe benefits, in accordance with FAR 52.222-46, "Evaluation of Compensation for Professional Employees", to determine if it reflects a sound management approach and understanding of the contract requirements. The total compensation plan will be evaluated for the offeror's ability to provide uninterrupted high-quality work. The total compensation plan proposed will be evaluated for its expected impact on recruiting and retention, its realism, and its consistency with a total plan for compensation. Because of the possible effect on the offeror's ability to retain a competent workforce, a total compensation plan that is unrealistically low or not in reasonable relationship to the various labor categories, may be viewed as evidence of failure to comprehend the complexity of the contract requirements. The Government will evaluate the consistency of the compensation/benefits plan among the categories of labor being proposed. The Government will evaluate supporting data for realism and reasonableness.

The offeror will be evaluated for the effectiveness of their capability to provide an adequate property management system that includes the offeror's procedures for the receipt, identification, control, use, protection, maintenance, transfer, tracking, and reporting of Contractor-Acquired, Installation-Accountable Government Property and/or Government-Furnished Property in accordance with the property clauses in the contract.

The Government will evaluate the adequacy of the offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well-being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The offeror's plan for handling hazardous materials identified in the Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

Subfactor B – Understanding the Key Statement of Work Requirements

This subfactor will be used to determine how well the offeror understands the nature of the support services necessary to perform the functional requirements of the Statement of Work

(SOW) as reflected by the offeror's narrative response. The Government will assess the offeror's general understanding by evaluating the offeror's ability to clearly identify the most significant scientific and programmatic challenges, as well as any potential synergies, associated with performing the requirements of this contract. The Government will evaluate the effectiveness of the offeror's approach to addressing those challenges and exploiting those synergies.

For each of the below key functional requirements of the SOW, the Government will evaluate: the depth and thoroughness of the offeror's understanding of the requirement as well as the proposed technical skills, expertise, and experience necessary to perform the requirement; the scientific or technical merit of the offeror's proposed approach to the requirement; the offeror's ability to identify critical issues associated with the requirement; and the soundness and completeness of the offeror's approaches to addressing the identified critical issues. The key SOW requirements are as follows:

1. GMAO Operational System Development and Maintenance (SOW Requirement II.1);
2. GMAO Project Management and Administration: high-level project management (SOW Requirement II.3.1 only);
3. Instrumentation: engineering support (SOW Requirements III.1.1 and III.1.2 only; integrate and address collectively);
4. Instrumentation: support field experiments (SOW Requirements III.1.11.1-III.1.11.4 only; integrate and address collectively);
5. Earth System Modeling: models describing the chemistry and physics of Earth system processes (SOW Requirement III.2.1.1 only);
6. Earth System Modeling: models to support satellite system and sensor design and operation (SOW Requirement III.2.1.7 only);
7. Earth System Data Processing and Analysis: algorithm development and data processing and analysis for atmospheric research areas (SOW Requirement III.2.2.16 only; choose examples from any of the instruments mentioned in sub-requirements III.2.2.16.1 – III.2.2.16.5);
8. Atmospheric Data Assimilation System Development and Experimentation: tools for monitoring system performance (SOW Requirement IV.1.2 only);
9. Atmospheric Constituent Modeling and Data Assimilation: generation and analysis of aerosol and trace gas simulations and/or assimilations (SOW Requirement IV.2.9 only);
10. Model Development: integration, tuning and evaluation of coupled models (SOW Requirement IV.6.2 only)

The Government will evaluate the offeror's ability to identify significant risks under this contract, including risks inherent to the work and risks associated with the offeror's chosen technical approach. The Government will evaluate the adequacy and effectiveness of the offeror's proposed risk management techniques. The Government will evaluate the effectiveness of the offeror's approach to managing identified risks--the probability of the risk, impact and severity, time frame, risk acceptance and mitigation.

Subfactor C – Technical Approach to Representative Task Order (RTO) and Scenario

Representative Task Order:

The Government will evaluate the adequacy, effectiveness, and reasonableness of the offeror's written task plan responding to the RTO included in this solicitation. The Government will evaluate the effectiveness of the technical approach, the realism of the staffing and labor hours proposed, the adequacy of the Government interface, the adequacy, effectiveness, and efficiency of the skill mix and level of staffing as applied to the flow of activities (including timeline with deadlines), and the adequacy and reasonableness of any other information supplied to support the offeror's plan. The Government will evaluate whether the plan is sufficiently specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks and critical issues; and possible problem mitigation/resolution. The Government will evaluate whether any assumptions made in preparing a response to the RTO are clearly stated and reasonable.

The Government will evaluate the clarity, depth and completeness of the offeror's understanding of the scientific considerations and complexities of supporting and coordinating the many activities required for successful execution of the RTO. The Government will evaluate the thoroughness of the offeror's detailed description of the technical objectives and challenges posed by the RTO and of the corresponding challenges to staffing and scheduling beyond the general issues normally posed by the requirements of the SOW.

Scenario: The GMAO MERRA-3 Reanalysis Project

The Offeror's understanding of the work required to support the MERRA-3 Reanalysis Project will be assessed by evaluating the effectiveness of its approach to manage, staff, plan, execute, monitor and validate the MERRA-3 reanalysis. The Government will evaluate the adequacy of the offeror's understanding of the management and technical challenges posed by the Project, and the effectiveness of the offeror's strategy for addressing the identified challenges. The Government will evaluate the value added to the Project by any proposed innovative management processes. Any assumptions made and the rationale for making them will be evaluated for reasonableness.

2. Evaluation Findings

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

3. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	<u>Points</u>
Subfactor A – Management Plan	500
Subfactor B – Understanding the Key SOW Requirements	300
Subfactor C – Technical Approach to RTO and Scenario	200
Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of provision)

M.4 GSFC 52.215-325 Cost Evaluation Factor (JUN 2014)

The proposed costs of the Core and GPM and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Fee Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost”.

Both the "proposed and probable cost" will typically reflect the Offeror's proposed fee amount. Proposed fee will be corrected to resolve mathematical errors, if any. Proposed fee will not be adjusted as a result of any cost realism adjustments to establish probable cost.

The total FFP Phase-in price and the proposed and probable Core and GPM cost assessment will be presented to the Source Selection Authority, as well as any cost risk associated with the proposal.

(End of provision)

M.5 GSFC 52.215-330 Past Performance Evaluation Factor (JUN 2014)

An offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "Offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least \$3.5M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$3.5M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an Offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an Offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer

questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each Offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

[End of Section M]